


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. DE-RP52-06NA27521	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17 JUL 2006	PAGE OF PAGES 1 of 19		
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.							
4. CONTRACT NO.		5. REQUESTION/PURCHASE REQUEST NO. SEE SCHEDULE		6. PROJECT NO.			
7. ISSUED BY FAD/SSD CODE 898358 DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 lworthington@doeal.gov		8. ADDRESS OFFER TO Department of Energy NNSA Service Center P.O. Box 5400 Albuquerque, NM 87185-5400 DO: N NAIC: 238160					
9. FOR INFORMATION CALL: 		A. NAME LINDA M. WORTHINGTON		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 505-845-4693			
SOLICITATION							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no, date): Remove and Dispose of all deteriorated roofing systems and replace with new roofing system IAW the attached Statement of Work at Building 231, Livermore National Labs.							
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>184</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)							
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10			
13. ADDITIONAL SOLICITATION REQUIREMENTS: ATTN: Please see Attachment 3 in Section L. NNSA Support Contractor personnel may have access to your technical proposal. If you have any objections, please include with your proposal. Site Visit Scheduled for July 27, 2006 at 1:00 P.M. PST. Please call Stephen Loo at 925-423-1369 before July 20, 2006 to make arrangements to attend the site visit. PROPOSAL'S ARE DUE ON OR BEFORE AUGUST 17, 2006 BY 4:00 P.M. MST. PLEASE SEND TO: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> National Nuclear Security Administration Office of Business Services Attn: Linda Worthington P.O. Box 5400 Albuquerque, NM 87185 </td> <td style="width: 50%; vertical-align: top;"> Fed -Ex Address: National Nuclear Security Administration Attn: Linda Worthington Pennsylvania and H Street Kirtland AFB East, NM 87116 </td> </tr> </table>						National Nuclear Security Administration Office of Business Services Attn: Linda Worthington P.O. Box 5400 Albuquerque, NM 87185	Fed -Ex Address: National Nuclear Security Administration Attn: Linda Worthington Pennsylvania and H Street Kirtland AFB East, NM 87116
National Nuclear Security Administration Office of Business Services Attn: Linda Worthington P.O. Box 5400 Albuquerque, NM 87185	Fed -Ex Address: National Nuclear Security Administration Attn: Linda Worthington Pennsylvania and H Street Kirtland AFB East, NM 87116						

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NO. (Include area code)				
					16. REMITTANCE ADDRESS (Include only if different than Item 14)				
CODE					FACILITY CODE				
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within <u>60</u> calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)									
AMOUNTS ▶									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED									
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA See Section G					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶				25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()					
26. ADMINISTERED BY (IF OTHER THAN ITEM 7) CODE				27. PAYMENT WILL BE MADE BY EFT:T					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0001		1 Lot	
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Noun: DEMOLISH EXISTING ROOF SYSTEM AND REPLACE
WITH NEW ROOF SYSTEM

ACRN: AA

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

The contractor shall provide all the materials, construction and labor to replace the following roof sections of Building 231:

Section B: Approx 19,481 SF

Section C: Approx 6,050 SF

Section D: Approx 5,100 SF

Section E: Approx 2,176 SF

Section I: Approx 4,950 SF

Section J: Approx 1,250 SF

New Roof System shall be MALARKEY "625 PANOPLY". All work to be completed is IAW the requirements specified in the Task Scope of Work entitled "BUILDING 231 WESTSIDE RE-ROOF PROJECT," dated April 12, 2006, at Attachment 1.

0002		1 Lot	
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Noun: OPTION TO REPLACE SECTION F OF BUILDING 231

ACRN: AA

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

CLIN 0002 is optional and to be exercised at the discretion of the Government during the first 60 days after contract award.

The contractor shall provide all the materials, construction and labor to re-roof the following roof section of Building 231:

Section F: Approx 3,060 SF

New Roof System shall be MALARKEY "625 PANOPLY". All work to be completed is IAW the requirements specified in the Task Scope of Work entitled "BUILDING 231 WESTSIDE REROOF PROJECT," dated April 12, 2006, at Attachment 1.

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)
(TAILORED)**

The SOW/PWS entitled National Nuclear Security Administration, Livermore Site Office, Task Scope of Work for the "Building 231 Westside Re-roof Project" dated April 12, 2006 is included as Attachment 1 to this solicitation and is listed in Part III, Section J.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D002 MARKING (FEB 2005)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

ITEM	SUPPLIES SCHEDULE DATA	QTY	TRANS PRI	DATE
0001		1	212	DARO
	<i>Noun:</i>	DEMOLISH EXISTING ROOF SYSTEM AND REPLACE WITH NEW ROOF SYSTEM		
	<i>ACRN:</i>	AA		
	<i>Descriptive Data:</i>			
	Work shall be accomplished within 184 days after receipt of notice to proceed (NTP) from the Government.			
0002		1	212	DARO
	<i>Noun:</i>	OPTION TO REPLACE SECTION F OF BUILDING 231		
	<i>ACRN:</i>	AA		
	<i>Descriptive Data:</i>			
	Work shall be accomplished within 184 days after receipt of notice to proceed (NTP) from the Government.			

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION (SEP 2000) Para (a), Amount of liquidated damages. '\$1,000.00'
52.211-13	TIME EXTENSIONS (SEP 2000)
52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
------	--	----------------------

AA

00900.2006.01.100262.17209300.32002.2220684.0000000.0000000.0100012.000000		
PR/MIPR:	52-06NA27521.501	

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS)
(FEB 2005) (TAILORED)**

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number;
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

(d) Approval of Invoices

The contractor will be paid after approval by the NNSA Contract Specialist/Contracting Officer.

**G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)
(TAILORED)**

(a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.

(b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s):

COR: TBD
E-Mail Address:

G020 CONTRACTOR'S CONTRACT ADMINISTRATION (FEB 2006)

The Contractor's contract administration functions shall be performed at the following:

NAME AND TITLE _____

RESPONSIBLE OFFICE _____

ADDRESS _____

TELEPHONE NUMBER _____

TELEFAX NUMBER _____

E-MAIL ADDRESS _____

DUNS NUMBER _____

CAGE CODE _____

TAX ID NUMBER _____

G021 PAYMENT REMITTANCE ADDRESS (FEB 2006)

If the remittance is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

Payment to: _____

Bank ABA# _____

Account# _____

Payment by electronic funds is covered by FAR 52.232-33, in Section I of this contract.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005)

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (FEB 2005)

The contractor is required to comply with the following in accordance with DOE O 221.2, Reporting Fraud, Waste, and Abuse To The Office of Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE IG hotline telephone number is 202-586-4073.

H022 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (FEB 2005)

(a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, NNSA personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.

(b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on NNSA functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any NNSA facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its NNSA facilities to the COR.

(c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in NNSA facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:

- (1) Organizational Structure
- (2) Key personnel and Responsibilities for Safety
- (3) Safety Training and/or Meetings
- (4) Safety Inspections and Record Keeping
- (5) Accident Reporting and Investigation
- (6) Emergency Procedures, Telephone Numbers, and Points of Contact

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.

(e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H029 WAGE DETERMINATION RATES (FEB 2005) (TAILORED)

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number CA030029, dated 4/14/2006. A copy of the wage determination is attached to this contract (see Part III, Section J, Attachment 2).

H033 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT) (FEB 2005)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H036 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (FEB 2005)

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as "an alien. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law."

The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H038 PRECIOUS METALS INVENTORY (FEB 2005)

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H103 LIVERMORE LABORATORY CONTRACTOR PERSONNEL (JUN 2006)

ATTN: Contractor Personnel from the Livermore Labs may have access to your Technical Proposal. Livermore Labs personnel will be used in the source selection process. If you object please note in your proposal.

H104 RELEASE OF INFORMATION (JUL 2006)

(a) The Contractor shall not make public release of any information related to all or any part of this Contract without prior approval of the respective Contracting Officer for the Contract, as appropriate.

(b) For the purposes of the Special Contract Requirement, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.

(c) The Contractor shall submit 3 copies of any information thirty (30) days prior to desired release date for security and policy review/clearance.

(d) The Contractor further agrees to include this requirement in any teaming arrangement or subcontract as a result of this contract.

H105 SUPERVISION OF CONTRACTOR PERFORMING ON A GOVERNMENT SITE (JUL 2006)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be accountable not to the Government but solely to the Contractor who in turn is responsible to the Government.

H106 CONTRACTOR RESPONSIBILITIES (JUL 2006)

(a) The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of the contract. The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

(b) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- (2) Conduct business not directly related to this contract on Government premises;
- (3) Use computer systems and/or other Government facilities for company or personal business; or
- (4) Recruit on Government premises or otherwise act to disrupt official Government business.

(c) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(d) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

(e) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(f) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
52.222-05	DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)
52.222-06	DAVIS-BACON ACT (JUL 2005)
52.222-07	WITHHOLDING OF FUNDS (FEB 1988)
52.222-08	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-09	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-09	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005) Para (b)(2). Insert excepted materials or "none". 'N/A'
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (SEP 2005)
52.229-04	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-04	CHANGES (AUG 1987)

- 52.244-02 SUBCONTRACTS (AUG 1998)
Para (e), approval required on subcontracts to: 'To be proposed'
Para (k), Insert subcontracts evaluated during negotiations. 'To be determined'
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
- 52.245-03 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-03 VALUE ENGINEERING -- CONSTRUCTION (FEB 2000)
Para (i), Contract number. 'TBD'
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

- 952.202-01 DEFINITIONS (JAN 2005)
- 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- 952.204-02 SECURITY (MAY 2002)
- 952.208-70 PRINTING (APR 1984)
- 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
- 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
- 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
- 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- 952.227-14 RIGHTS IN DATA-GENERAL. (DOE COVERAGE-ALTERNATES VI AND VII) (FEB 1998)
- 952.242-70 TECHNICAL DIRECTION (DEC 2000)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (TAILORED)

The Contractor shall be required to

(a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than December 12, 2006. The time stated for completion shall include final cleanup of the premises.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	11	12 APR 2006	NATIONAL NUCLEAR SECURITY ADMINISTRATION LIVERMORE SITE OFFICE TASK SCOPE OF WORK FOR THE "BUILDING 231 WESTSIDE REROOF PROJECT
ATTACHMENT 2	38	14 APR 2006	DAVIS BACON WAGE RATES CA030029
ATTACHMENT 3	0	18 MAY 2006	CD B.231W REROOF MASTERSPEC, TASK PKG & SECURITY
ATTACHMENT 4	0	18 MAY 2006	CD B.131W DRAWINGS
ATTACHMENT 5	10	05 MAY 2005	LAWRENCE LIVERMORE NATIONAL LABORATORY PROCUREMENT & MATERIAL SECURITY AND SITE ACCESS PROVISIONS

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238160.

(2) The small business size standard is 13 MILLION.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance
(street address, city,

Name and Address of Owner
and Operator of the Plant

state, county, zip code) or Facility if Other Than
Offeror or Respondent

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or
Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) -
ALTERNATE I (OCT 1997) - ALTERNATE II (OCT 1997)
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'FIRM FIXED PRICE'
52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS
(MAY 2002)
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
(MAY 1999)
52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'DOE, NNSA SC
ATTN: MARIA E. MANN
PENNSYLVANIA AND H STREETS, KAFB EAST
ALBUQUERQUE, NM 87116'
52.236-28 PREPARATION OF PROPOSALS -- CONSTRUCTION (OCT 1997)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

**52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) (TAILORED)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade
38.2%

Goals for female participation for each trade
6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and

training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is LIVERMORE SITE OFFICE, LIVERMORE CA.

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995) (TAILORED)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: STEPHEN LOO _____

Address: _____

Telephone: 925-423-1269 _____

Alternate I (FEB 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for-- JULY 27, 2006 AT 1:00 PM PST. There will be a limit of four (4) personnel per contractor. Please supply the following information to the point of contact above at least one week in advance to the site visit:

Name:
Name of Company:
Address:
City:
State: Zip:
Date of Birth:
Citizenship:

Only the person(s) on the list will be allowed to attend the site visit. No other personnel will be admitted. Please be prepared to show your birth certificate, drivers license, passport or some other form of Government ID. NO CAMERAS, CELL PHONES, LAPTOPS, PALM PILOTS OR ANY OTHER ELECTRONIC DEVICE WILL BE ALLOWED ON SITE .

(c) Participants will meet at- GUARD SHACK AT LIVERMORE

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.233-02 SERVICE OF PROTEST (MAR 2002)

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

952.233-04 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

**L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005)
(TAILORED)**

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is 13 MILLION and the North American Industry Classification System (NAICS) code is 238160.

L012 NUMBER OF AWARDS (FEB 2005) (TAILORED)

It is anticipated that there will be ONE award resulting from this solicitation. However, the government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005) (TAILORED)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L016 AUTHORIZED NEGOTIATORS (FEB 2005)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

Name	Title	Organization	Telephone No.
_____	_____	_____	_____

L021 INTERNET SITES (FEB 2005)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: [http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open Document](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open+Document)

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

L022 SUPPLEMENTAL SOLICITATION DEFINITIONS (FEB 2005)

"Electronic signature" or "signature" means a method of signing an electronic message that-

- (a) Identifies and authenticates a particular person as the source of the electronic message; and
- (b) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware, and software platform, including the associated databases used by NNSA to conduct electronic business.

"Proposal" means the electronic written bid/quotation or application submitted via IIPS or an authorized alternative in response to this solicitation.

L056 PROPOSAL FORMAT INSTRUCTIONS (FEB 2006)

1. PROPOSAL FORMAT

(a) Text: Text lines will be single-spaced. Font to be used on any proposal tables and text is Microsoft Word Times New Roman 10 point font, normal proportional spacing. A smaller font size for any graphics presented in a proposal is permitted as long as the information is legible to the human eye. Fonts other than Times New Roman are permissible in the presentation of graphic material only.

(b) Illustrations and Tables: Illustrations and tables may be used. Foldout pages are allowable.

(c) Binding: Elaborate format and binding are neither necessary nor desirable. The original document will be clearly identified on the document.

(d) All copies of the proposals shall become the property of the Government. For information purposes, the original copies shall be maintained in the official contract file and the extra copies will be destroyed using the appropriate methods to protect the offers business sensitive information.

2. PROPOSAL VOLUMES AND ORGANIZATION REQUIREMENTS

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead. The cover letter (letter of transmittal) shall identify all enclosures being transmitted.

The proposal shall be organized and submitted in the format stated in the table below.

TAB# Limit	Title	#of Paper Copies	Page Count
N/ A	Cover Letter (Letter of Transmittal)	Original Plus 1 Copy	3
Tab#1	Evidence Offeror is an Authorized Malarkey Installer	Original Plus 4 Copies	No Limit
Tab #2	Past Performance	Original Plus 4 Copies	No Limit
Tab #3	Price	Original Plus 2 Copies	No Limit
TAB #4	Proposed Terms, Conditions, Exceptions and Assumptions	Original Plus 2 Copies	No Limit
TAB #5	Identification of Subcontractors/ Team Members	Original Plus 2 Copies	No Limit

3. SPECIFIC DOCUMENTATION INSTRUCTIONS

(a) TAB #1: (Evidence Offeror is an Authorized Malarkey Installer): There is no page limit for Tab 1. Provide documentation that demonstrates that you are currently an authorized Malarkey Installer as of "the due date for offers listed in this solicitation. If you, the prime contractor, are not an authorized Malarkey Installer, but intend to have an authorized Malarkey Installer as a subcontractor/team member, provide the name of the proposed subcontractor/team member, evidence supporting the existence of the proposed teaming arrangement, such as a letter from the subcontractor stating their commitment to the prime, as well as documentation that shows the proposed subcontractor is currently an authorized Malarkey Installer. Finally, you must show that the proposed subcontractor will actually be performing by showing the percentage of work the subcontractor will perform and the percentage you the prime will perform.

(b) TAB #2: (Past Performance Information): There is no page limit on Tab 2.

(1) Performance Surveys: The Government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of no less than three (3) and no more than ten (10) of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Relevant contracts include roofing projects of similar size and complexity that involved the installation of Malarkey materials. The evaluation of past performance information will take into account past performance information regarding subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Furnish the following information for each contract listed:

- (i) Company/Division Name
- (ii) Product/Service
- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, address, fax & telephone number of the contracting officer
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

(2) Past/Present Performance Questionnaire Responsibilities: The Prime Offeror shall send out Performance Questionnaires (Attachment 1 of Section L) to all Point of Contacts (POC's) identified in paragraph (b)(1) above. The Offeror shall send a standard transmittal letter to request that all POC's complete the Performance Questionnaires within five (5) working days.

All Questionnaires shall be returned directly to the contracting specialist at:

National Nuclear Security Administration
Office of Business Services
ATTN: Linda Worthington
P.O. Box 5400
Albuquerque, NM 87185
E-Mail: lworthington@doeal.gov
Fax: 505-845-4210

The Offeror shall track the completion of Performance Questionnaires and document all exchanges and follow-ups with each of the Point of Contact(s) identified in the Summary Information Initial Performance Questionnaire. Tracking status must be provided with this Tab (Tab # 2). The Offeror shall exert its best efforts to ensure that at least two (2) Point of Contact(s) per contract or subcontract submit completed

performance questionnaires by the time of proposal submission. A final tracking record shall be submitted on proposal due date by email or fax. The Government may conduct follow-up discussions with any of the POC's and reserves the right to send out additional questionnaires.

(3) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor. (See Section L, Attachment # 2 for a sample letter).

(c) TAB #3: (Price/Model Contract): The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

(1) Complete Blocks 14, 15, 16, 17, 18, 20A, B and C of the RFP Section A, SF1442. Provide your proposed amounts for contract line item 0001 and 0002.

(2) Provide confirmation that you can meet the required performance period in Section F of the model contract or if you propose to accomplish the work sooner than the Government's required performance period, provide your proposed schedule for each contract line item. Note, a proposed performance schedule less than the Government's required schedule will not be evaluated as more favorable for an offeror.

(3) Provide the information contained in Section G-20 and G-21.

(4) Provide "fill-in" information for Section I clauses 52.225-09 and 52.244-02

(5) Provide a completed Section K, Representations, Certifications and Other Statements of Offerors or provide confirmation that your firm has information in the Online Representations and Certification Application (ORCA) - See <https://orca.bpn.gov>.

(6) Provide your completed copy of Section L Attachment 3, entitled "Access to Contractor Proprietary Information", or provide a statement of your objection.

(d) TAB #4: (Proposed Terms, Conditions, Exceptions and Assumptions): Provide a list of any proposed terms, conditions, exceptions and assumption to this solicitation/model contract or statement that the Government's proposed terms and conditions contained in this solicitation are acceptable. Indicate the clauses not applicable to your firm and why you are exempt.

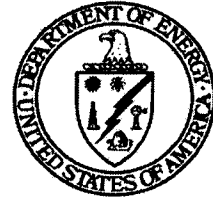
(e) TAB #5: (Identification of Subcontracts/Team Members): Identify your proposed subcontractors/team members and provide a narrative of their proposed role on the project.

L057 POST AWARD CONFERENCE (FEB 2006)

A Post Award conference may be held in Livermore, California by the Contracting Office shortly after contract award. The contractor's authorized representative(s) shall be required to attend the post Award Conference



Department of Energy
National Nuclear Security Administration
Service Center
P. O. Box 5400
Albuquerque, NM 87185



Section L- Attachment # 1

July 17, 2006

Subject: Request for Past Performance Evaluation

To:

You have been identified as a point of contact for past and/or present performance evaluation of the firm listed on the attached. Please complete the attached questionnaire and return to:


DOE/NNSA Service Center
OBS/Acquisition Department
Attn: Linda Worthington
P.O. Box 5400
Albuquerque, NM 87185-5400

You may also return information via e-mail or fax:

E-mail: lworthington@doeal.gov

If you have any questions, please call me at (505) 845-4693.

Sincerely,


Linda M. Worthington
Contract Specialist
Acquisition Department
Office of Business Services.

Enclosures:
Past Performance Questionnaire

Source Selection Information
See FAR 3.104
Section L – Attachment 1

DE-RP52-06NA27521

SECTION A: CONTRACTOR INFORMATION: (To be completed by the contractor prior to mailing to the reference)

- a. Contractor's name and address: _____

- b. Point of contact: _____
- c. Phone #: _____
- d. E-Mail Address: _____
- e. Describe Your Company's Role of the Proposed Acquisition (i.e. (Are you proposing as a prime contractor for the solicitation or are you a subcontractor and if so, to what prime contractor?): _____

- f. Project Title and Location: _____
- g. Contract Type (i.e: Firm Fixed Price, etc.): _____
- h. Performance Period: _____
- i. Authorization is hereby given to provide the information in Section B of this questionnaire to the NNSA Office of Business Services Contracting Officials for Solicitation DE-AC52-06NA27521.

(Signature of authorized contractor representative)

(Date)

(Printed name and title of authorized contractor representative)

Source Selection Information

See FAR 3.104

Section L – Attachment 1

SECTION B: PERFORMANCE INFORMATION: (To be completed by the Present/Past Evaluation Respondents)

a. Respondent's name and address: _____

b. Respondent's Point of Contact: _____

c. Phone#: _____

d. Contract #: _____

e. Contract Type: _____

f. Award Amount: _____

g. Final Amount: _____

h. Original Performance Period: _____

i. Final Contract Completion Date: _____

j. Annotate the Percentage Complete if Performance is Still On-Going:

k. Brief Description of the Project:

(Signature of Respondent)

(Date)

Source Selection Information
See FAR 3.104
Section L – Attachment 1

The Government is placing increased emphasis on past and present performance for the purposes of obtaining best value in our acquisitions of supplies and services. To facilitate our performance confidence assessment of the offeror (or subcontractor to a prime contractor) that has used you as a reference, please complete the questionnaire included herein. Your timely input is very important in our acquisition process and is greatly much appreciated. Please return the completed questionnaire via mail, fax or email directly to:

Department of Energy
NNSA/OBS/SS
Linda Worthington
P.O. Box 5400
Albuquerque, NM 87185
Phone: (505) 845-4693
Fax: (505) 845-4210
lworthington@doeal.gov

SPECIFIC INSTRUCTIONS:

When responding to the following statements, choose the response which most accurately represents the contractor's performance. For each element, (Quality Control, Timely Performance, etc.) rate the contractor by selecting the number on the scale that most accurately describes the contractor's overall performance for that element. If the statement is not applicable circle, please circle "Not Applicable." The numerical ratings correspond to the following:

(Rating - 1) EXCEPTIONAL:

Performance met all contract requirements and exceeded many to the client's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

(Rating - 2) VERY GOOD:

Performance met all contract requirements and exceeded some to the client's benefit. There were a few minor problems, which the contractor resolved in a timely, effective manner.

(Rating - 3) SATISFACTORY:

Performance met contract requirements. There were some minor problems, and corrective action taken by the contractor was satisfactory.

(Rating - 4) MARGINAL:

Serious problems were encountered with the contractor's performance that were their responsibility or within their control; The contractor completed the project but required additional oversight, or resulted in project delays and/or additional cost being incurred on the part of client.

Source Selection Information
See FAR 3.104
Section L – Attachment 1

(Rating – 5) POOR:

Performance did not meet contract requirements. There were serious problems encountered with the contractor's performance that were their responsibility or within their control and the contractor's corrective action were ineffective.

QUESTIONNAIRE RESPONSE SECTION

I. QUALITY CONTROL

1. Was the quality of workmanship sufficient?

Assigned Rating: 1 (Exceptional) _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

2. Were required materials properly submitted, delivered and stored?

Assigned Rating: 1 (Exceptional) _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

3. Were problems identified as they occurred and was problem resolution timely?

Assigned Rating: 1 (Exceptional) _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

4. Was identification/correction of deficient work accomplished in a timely manner?

Assigned Rating: 1 (Exceptional) _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

Source Selection Information
See FAR 3.104
Section L – Attachment 1

5. Were suggested solutions adequate and did the contractor display initiative to implement solutions?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

OVERALL QUALITY RATING:

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____

II. TIMELY PERFORMANCE

1. Were submittals provided in a timely manner?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

2. Were the submittals well researched and did they clearly identify the proposed item?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

Source Selection Information

See FAR 3.104

Section L – Attachment 1

3. Did submittals accurately match the contract requirement?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

4. Were realistic progress schedules developed?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

5. Were established progress schedule dates met?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

6. Were updated and revised progress schedules submitted to resolve delays?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

7. Did the contractor provide timely resolutions to punch list items?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

Source Selection Information

See FAR 3.104

Section L – Attachment 1

8. Was the required performance period of the contract met?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

OVERALL TIMELINESS RATING:

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____

III. MANAGEMENT EFFECTIVENESS

1. Did the contractor provide experienced managers and supervisors that possessed the technical and administrative abilities needed to meet contract requirements?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

2. Were experiences subcontractors used?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

Source Selection Information

See FAR 3.104

Section L – Attachment 1

3. Were subcontractors/suppliers paid in a timely manner?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

4. Was well-substantiated pricing data provided for change orders?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

5. Was all contract work completed prior to requesting final inspection?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

6. Were timely and satisfactory responses to warranty issues provided after project completion?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

7. Did the contractor cooperate in resolving problems by attending meetings and were communications maintained to assure satisfactory resolution?

Source Selection Information

See FAR 3.104

Section L – Attachment 1

Assigned Rating: **1 (Exceptional)** _____
2 (Very Good) _____
3 (Satisfactory) _____
4 (Marginal) _____
5 (Poor) _____
N/A _____

8. Did the contractor provide proposals that accurately represented the work required?

Assigned Rating: **1 (Exceptional)** _____
2 (Very Good) _____
3 (Satisfactory) _____
4 (Marginal) _____
5 (Poor) _____
N/A _____

9. Was accurate, complete and reasonable supporting price information provided for modifications (not over inflated or under estimated)?

Assigned Rating: **1 (Exceptional)** _____
2 (Very Good) _____
3 (Satisfactory) _____
4 (Marginal) _____
5 (Poor) _____
N/A _____

10. Did the Site Manager/Superintendent ensure compliance with with contract requirements and safety regulations?

Assigned Rating: **1 (Exceptional)** _____
2 (Very Good) _____
3 (Satisfactory) _____
4 (Marginal) _____
5 (Poor) _____
N/A _____

11. Did the Site Manager/Superintendent have sufficient authority to make decisions or take action during project performance? Were they consistently present on site while work was being performed?

Assigned Rating: **1 (Exceptional)** _____
2 (Very Good) _____
3 (Satisfactory) _____
4 (Marginal) _____
5 (Poor) _____

Source Selection Information
See FAR 3.104
Section L – Attachment 1
N/A _____

OVERALL MANAGEMENT EFFECTIVENESS RATING:

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____

IV. COMPLIANCE WITH LABOR STANDARDS

1. Did the contractor submit payrolls in a timely manner?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

2. Were payrolls complete and accurate?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

3. Was compliance with labor laws and regulations with specific to the Davis-Bacon Act met?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

Source Selection Information

See FAR 3.104

Section L – Attachment 1

OVERALL COMPLIANCE WITH LABOR STANDARDS RATING:

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____

V. COMPLIANCE WITH OSHA STANDARDS

1. Did the contractor comply with OSHA and all other state and Federal standards for the workplace?

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

2. How you rate the contractor's safety record and emphasis during performance of the contract:

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____
 N/A _____

OVERALL COMPLIANCE WITH OSHA STANDARDS RATING:

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____

VI. OVERALL EVALUATION OF THE CONTRACTOR:

Assigned Rating: **1 (Exceptional)** _____
 2 (Very Good) _____
 3 (Satisfactory) _____
 4 (Marginal) _____
 5 (Poor) _____

**Source Selection Information
See FAR 3.104
Section L – Attachment 1**

Comments/Remarks (Please Use a Continuation Page if Necessary): _____

Do you know of any similar projects this company has accomplished? _____

Location: _____

Please circle the most applicable:

1. I would enter into another contract with this contractor.
2. I might enter into another contract with this contractor.
3. I would not enter into another contract with this contractor.

Evaluator's Signature: _____

Evaluator's Duty Title: _____

Evaluator's Phone Number: _____

**Source Selection Information
See FAR 3.104
Section L- Attachment 2**

**Subcontractor/Teaming Partner Consent Form for the Release of Present and Past
Performance Information**

(To Be Accomplished By Subcontractor/Teaming Partner)

RFP: DE-RP52-06NA27521

Dear:

We are currently participating as a (subcontractor/teaming partner) with (prime contractor or name of entity providing proposal) in responding to the Department of the Energy, National Nuclear Security Administration Request for Proposal DE-RP52-06NA27521.

We understand that the Government is placing increased emphasis on past performance in order to obtain best value in source selections. In order to facilitate the performance confidence assessment process we are signing this consent form in order to allow you to discuss our present and past performance information with the prime contractor during the source selection process.

(Signature and title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Phone No:

Fax No:

**FOR OFFICIAL USE ONLY
SOURCE SELECTION INFORMATION – SEE FAR 3.104**

Section L – Attachment # 3

Access to Contractor Proprietary Information

_____ hereby grants access to proprietary
(Company Name)

Information provided in response to a solicitation and/or incident to any resulting or existing contract, grant, cooperative agreement or inter-agency agreement to the following NNSA support services contractors:

	<u>Grant</u>	<u>Deny</u>	<u>Co. to Co. Agreement</u>
CE2 Incorporated:	()	()	()
Cordoba Corporation:	()	()	()
The Stout Group:	()	()	()
University of California	()	()	()

Once access is granted, it remains effective through close-out unless formally rescinded. For each NNSA support services contractor to which access to proprietary information is not granted, provide a detailed statement, below, explaining the basis for denial or requirement for a company-to-company agreement. Note that lack of access by NNSA support services contractors can adversely impact timely award and administration of NNSA contracts, grants, cooperative agreements, and inter-agency agreements.

CE2 Incorporated:

Cordoba Corporation:

The Stout Group:

University of California

(Signature of Company Official)

(Title)

(Date)

L058 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS (FEB 2006)

(a) Hard Copies must be received at the address listed below by Noon (MOUNTAIN TIME) on August 17, 2006 or sooner.

NNSA/SC AD
Office of Business Services
Attn: Linda Worthington
PO Box 5400
Albuquerque, NM 87185

(b) Offers may be hand carried to the NNSA/SC AD Office of Business Services, Pennsylvania & H Street, Bldg. 20388, Kirtland Air Force Base, New Mexico 87116.

L059 LIVERMORE LABORATORY CONTRACTOR PERSONNEL (JUN 2006)

LIVERMORE LABORATORY CONTRACTOR PERSONNEL (JUN 2006)

LIVERMORE LABORATORY CONTRACTOR PERSONNEL (JUN 2006)

ATTN: Contractor Personnel will participate in the evaluation process and have access to your proposal. Please complete the certification at Section L, Attachment # 3 or state your objection in Tab # 3 of your proposal.

L060 SECTION L ATTACHMENTS (JUL 2006)

DOCUMENT	PGS	DATE	TITLE
Attachment # 1	13	Undated	Past Performance Questionnaire
Attachment # 2	1	Undated	Subcontractor Consent Sample Letter
Attachment # 3	1	Undated	Access to Contractor Proprietary Info

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M008 BASIS FOR CONTRACT AWARD (JUL 2006)

This is a competitive best value acquisition. The Government contemplates award of one (1) contract from this solicitation. Unrealistic proposals in terms of price will be deemed reflective of an inherent failure to comprehend the contract requirements, and may be grounds for rejection of a proposal. The Government intends to award a contract without discussions with respective offerors. Accordingly offerors are advised to submit an initial proposal that is fully and clearly acceptable without the need for additional information or explanation and which contains the offeror's best terms. The Government, however, reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. For an offeror to be determined to be technically acceptable and considered for award, an offeror must demonstrate they or their team member(s) are a Malarkey authorized installer as of the due date for proposals. Technically acceptable competing offerors' past performance history will then be evaluated on a basis of approximately equal to price considerations. The evaluation process shall proceed as follows:

A. Initially, offers shall be ranked according to price, including the option under Contract Line Item 0002 of the schedule. An offeror's price will be determined by adding the amount of Contract Line Item 0001 to that of 0002 to arrive at an evaluated price. The price evaluation will document for the offers evaluated under paragraph B below, the reasonableness and affordability of the proposed total evaluated price.

B. Using questionnaires, the Contracting Officer shall initially seek relevant performance information on the four (4) lowest price offers based on (1) the past and present efforts provided by the offeror and (2) data independently obtained from other Government and commercial sources. Relevant performance includes performance of other roofing efforts involving Malarkey roofing systems that are similar or greater in scope, magnitude and complexity than the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of High Confidence, Significant Confidence, Satisfactory Confidence, Unknown Confidence, Little Confidence, or No Confidence, defined as follows:

High Confidence: Based on the offeror's performance record, the Government has high confidence the offeror will successfully perform the required effort.

Significant Confidence: Based on the offeror's performance record, the Government has significant confidence the offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the offeror's performance record, the Government has confidence the offeror will successfully perform the required effort.

Unknown Confidence: No performance record is identifiable.

Little Confidence: Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.

No Confidence: Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Past performance regarding sub-contractors that will perform major or critical aspects of the requirement will be considered as highly as past performance information for the principal Offeror. Offerors with no relevant past or present performance history shall receive the rating "Unknown Confidence" meaning the rating is treated neither favorably nor unfavorably.

C. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in the RFP.

D. If the lowest price evaluated offer is judged to have a High Confidence performance assessment, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further considerations of other offers.

E. The Government reserves the right to award a contract to other than the lowest price offeror if the lowest priced offeror is judged to have a performance confidence assessment of "Significant Confidence" or lower. In that event, the Source Selection Authority shall make an integrated assessment best value award decision.

F. Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offerors may be asked to clarify certain aspects of their proposal or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the Contracting Officer reserves the right to award a contract without the opportunity for proposal revision.